

of John F. Middlebrook dated December 19, 1983 recorded in the Cumberland County Registry of Deeds at Book 6352, Page 52.

The courses and distances are taken from a survey by D.A. Maxfield, Jr. R.L.S. #1177 for John F. Middlebrook in July and August 1981.

Conveying also, the right of way fifteen (15) feet in width across said Young land connecting the parcel above described with the parcel conveyed to Cedar Associates in 1986 and subject to the rights to use said right of way conveyed to Cedar Associates.

EXHIBIT B

1. Property is subject to and with the benefit of a 15 foot wide right of way across property now or formerly of Young as contained in deed at Book 7766, Page 286.
2. Any claim for right, title or interest in the subject property asserted by Anne Alexander or Karen R. Moore, neighboring property owners.

RECEIVED

CLERK OF DEEDS

1997 NOV 10 PM 12:39

CUMBERLAND COUNTY

John B. O'Brien

1205

(122)

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Know all Men by these Presents,

That LAWRENCE J. KEDDY, P. O. Box 40, Windham, Maine, as mortgagee under a Mortgage from National Metal Converters of Windham, Inc. dated January 2, 1975 and recorded in Cumberland County Registry of Deeds in Book 3638, Page 56, and under a Supplemental Mortgage and Security Agreement from New England Steel Co., Inc., formerly known as National Metal Converters of Windham, Inc. dated September 24, 1976 and recorded in said Registry of Deeds in Book 3915, Page ~~in consideration of~~ 58, and as attorney in fact for said mortgagors pursuant to the power of sale granted in said mortgages,

in consideration of One Hundred Thousand Dollars (\$100,000.00)

paid by Lawrence J. Keddy,

and whose mailing address is P. O. Box 40, Windham, Maine

the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said

Lawrence J. Keddy, his heirs and assigns forever,
a certain lot or parcel of land

See Exhibit A attached hereto

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To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said

Lawrence J. Keddy, his

heirs and assigns forever.

In Witness Whereof, the said Lawrence J. Keddy, as mortgagee and attorney in fact of New England Steel Co., Inc. as aforesaid,

xifax

xoCttxxxxiid

~~gaining by the said xxxxxxxx and not inquiring xxxxxxxx~~

~~all rights by descent xxxxxxxx other rights xxxxxxxx~~

has
premises hereunto set his hand and seal this 17th
day of January in the year of our Lord one thousand nine
hundred and seventy-eight.

Signed, Sealed and Delivered
in presence of

No Corp
Seal

NEW ENGLAND STEEL CO., INC.

By *Lawrence J. Keddy*
Attorney in Fact

Lawrence J. Keddy
Lawrence J. Keddy, Mortgagee

State of Maine,
Cumberland

} ss.

January 17 19 78.

Personally appeared the above named

Lawrence J. Keddy and acknowledged the above instrument to be his free act and deed, and his free act and deed in his said capacity.

Before me,

David Amory
Justice of the Peace.
Notary Public.
Attorney at-Law.

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EXHIBIT A

A certain lot or parcel of land with the buildings thereon situated in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the easterly side line of Main Street (Route #202), which point is located One Hundred Seventy-Five (175) feet southerly along said easterly side line of Main Street from the southwesterly corner of land now or formerly owned by Robert P. Miele, et al; thence South 77° 33' East, Three Hundred Fifty-Five and Eighty-three Hundredths (355.83) feet to the face of the westerly foundation of the main factory building situated on the land herein conveyed; thence South 12° 27' West along the said face of the westerly foundation Fifty-eight and Seventy-four Hundredths (58.74) feet to a corner of said foundation; thence South 77° 50' East by the face of the southerly foundation of said building a distance of Thirty-four and Seventy-two Hundredths (34.72) feet to a point distant Twenty-five (25) feet northeasterly from the center of the 12,000 volt electric pole line which runs southeasterly from a point near said corner of said foundation; thence running Twenty-five (25) feet distant northeasterly from and parallel with said center of said electric pole line South 42° 33' East Three Hundred Eighty-nine and Sixty Hundredths (389.60) feet to a point; thence continuing Twenty-five (25) feet distant easterly from and parallel with said center of pole line South 3° 58' 30" West Six Hundred Six and Sixty-two Hundredths (606.62) feet to a point being situated Twenty-five (25) feet easterly of the center of said electric pole line and at a point which intersects with a line at right angles to the westerly boundary of main line of track of Maine Central Railroad and a switch thereon; thence running South 79° 36' 30" East Sixty-seven and Thirteen Hundredths (67.13) feet to the westerly boundary of land now or formerly of Maine Central Railroad; thence running North 0° 40' 40" West One Hundred Seventy-two and Forty-six Hundredths (172.46) feet to a point on said westerly boundary; thence North 73° 03' 30" East Fifty (50) feet to a point on said westerly boundary; thence North 10° 23' 30" East by said Railroad land, a distance of Eight Hundred Twelve and Forty-two Hundredths (812.42) feet to a point; thence northerly along said Railroad boundary along an arc having a radius of One Thousand Eight Hundred Eighty-one and Eighty-six Hundredths (1881.86) feet, One Hundred and One and Two Hundredths (101.02) feet to a point (marked by an iron set) on the southeasterly corner of land now or formerly of the Hart heirs; thence South 75° 49' West by said land of the Hart heirs, One Hundred Forty-eight and Eight Hundredths (148.08) feet to the southerly corner of said land of the Hart heirs (marked by an

iron set); thence North $41^{\circ} 27'$ West, Seventy-two (72) feet to a southwesterly corner of the land of the Hart heirs (marked by an iron set); thence North $15^{\circ} 32'$ West, One Hundred Forty-one (141) feet to the northwesterly corner of the land of the Hart heirs on the southerly side of Depot Street (marked by a monument set); thence South $73^{\circ} 29'$ West, Thirty-five and Eighty-three Hundredths (35.83) feet along the southerly side of Depot Street to a point (marked by an iron set); thence North $89^{\circ} 7'$ West, Two Hundred Eighty-one and Eighty-one Hundredths (281.81) feet to the northeasterly corner of land now or formerly owned by Dorothy Chaplin (marked by a monument set); thence South $15^{\circ} 46-1/2'$ West, Fifty-nine and Ninety-seven Hundredths (59.97) feet to the southeasterly corner of said Chaplin land (marked by a monument set); thence North $83^{\circ} 2'$ West, Fifty-five and Sixty-five Hundredths (55.65) feet to a southerly corner of said Chaplin land (marked by an iron set); thence North $80^{\circ} 55'$ West, Eighteen and Ninety Hundredths (18.90) feet to the southwesterly corner of said Chaplin land (marked by an iron set); thence North $15^{\circ} 46-1/2'$ East, Fifty-seven and Seventy-five Hundredths (57.75) feet to the northwesterly corner of said Chaplin land on the southerly side line of Depot Street (marked by a monument set); thence North $80^{\circ} 55'$ West, Eighty-nine and Fifty Hundredths (89.50) feet to the northeasterly corner of land now or formerly of Robert P. Miele (marked by an iron set); thence South $15^{\circ} 46-1/2'$ West, Fifty-seven and Seventy-five Hundredths (57.75) feet to the southeasterly corner of said Miele land (marked by an iron set); thence North $80^{\circ} 55'$ West, Ninety-nine and Fifty Hundredths (99.50) feet to the southwesterly corner of said land of Robert P. Miele on the easterly side line of Main Street; thence South $13^{\circ} 56-1/2'$ West, One Hundred Seventy-five (175) feet to the point of beginning; together with all the Grantor's right, title and interest in and to the land extending to the center line of all streets or roads adjoining said premises..

Also conveyed herewith and appurtenant to the above-described premises is a right of way for vehicles and pedestrians, Thirty (30) feet in width over the land formerly owned by Atlantic Mills, Inc. and now or formerly owned by Lawrence J. Keddy, extending easterly from the easterly side of Main Street (Route #202) at the point of beginning of the above described premises to a doorway located in the westerly foundation of the main factory building and further conveying to the Grantee herein, his heirs and assigns, the right to maintain and use on, in and over said right of way, the existing platform, door and stairs.

The courses recited herein are magnetic - 1969.

The above described premises are shown on a plan of land in South Windham, Maine for National Metal Converters, Inc. by Owen Haskell, Inc. dated June 19, 1974.

This conveyance is made subject to Maine Central Railroad side track agreements, including the modification agreement between Maine Central Railroad and Keddy Manufacturing Company

recorded at said Registry of Deeds in Book 3459, Page 305.

This conveyance is also made subject to a right of way conveyed by Cumberland Securities Corporation to Central Maine Power Company by deed dated October 6, 1944, and recorded in the Cumberland County Registry of Deeds in Book 1759, Page 348, and also subject to rights of way as they may pertain to the above-described premises reserved in the Deed of Cumberland Securities Corporation to Windham Fibres, Inc., dated July 25, 1945, and recorded in the Cumberland County Registry of Deeds in Book 1787, Page 353.

This conveyance is made subject to the right of Lawrence J. Keddy, his heirs and assigns to maintain, repair and replace the existing structure attached to the building on the above described premises, for the purpose of supporting said 12,000 volt electric pole line and any additional lines.

Also conveying to the Grantee, his heirs and assigns, all the Grantor's right, title and interest in and to the bed of the said river and the right to use the waters of said river where the same is within the premises hereby conveyed, and all rights of flowage appurtenant to these premises, except the flowage, riparian and water rights excepted and reserved to Cumberland Securities Corporation in Indenture with Windham Fibres, Inc. dated July 25, 1945 and recorded in said Registry of Deeds, Book 1789, Page 353, provided that the above described premises are expressly conveyed free of and not subject to the covenants and reservations of Windham Fibres, Inc. as the same relate to the right of Grantee, his heirs and assigns, to use the waters of, and take water from, the Presumpscot River, where and if said waters are within the premises herein conveyed, for cooling and processing purposes and any additional waters obtained from the public water supply, to discharge said waters used for cooling and processing purposes into the Presumpscot River in accordance with applicable local, state and federal standards and to maintain, repair and replace the existing closed circuit cooling pipe extending from the above described premises into the bed of the Presumpscot River, but in no event shall Grantor, its successors and assigns be obligated to maintain or alter the flow of water in the Presumpscot River for the operation, maintenance, repair or replacement of said cooling pipe.

The premises hereby conveyed are subject to the right and easement of the Central Maine Power Company, its successors and assigns, to repair, replace and maintain any and all of its transmissions and distribution lines as are now located along and across said premises and the right of said Central Maine Power Company, its successors and assigns, to overflow and flood the above described premises as may be overflowed and flooded by means of its dam at Mullison Falls all as set forth in deed of Cumberland Securities Corporation to Atlantic Mills, Inc. dated January 29, 1954, recorded in said Registry of Deeds, Book 2167, Page 245.

The above described premises are also conveyed subject to the covenants of Atlantic Mills, Inc. herein which are binding upon it, its successors and assigns as to the use of water of the Presumpscot River which may be dammed up or stored, said covenants being more fully set forth in the said deed of Cumberland Securities Corporation to Atlantic Mills, Inc. dated January 29, 1954.

The above described premises are also conveyed subject to an agreement respecting the height of the dam at Little Falls between E. I. DuPont DeNemours Powder Company and Androscoggin Pulp Company dated July 25, 1913 and recorded in said Registry of Deeds, Book 925, Page 176, to the extent said agreement may affect the premises hereby conveyed.

Excepting and reserving to the Cumberland Securities Corporation, its successors and assigns, the right to construct, erect, repair, replace, respace, operate, maintain and remove an electric line or lines in suitable and convenient locations to be agreed upon, extending from the northerly to the southerly line of the premises hereby conveyed; together with the right to cut, trim and remove such trees, branches and underbrush as in the opinion of Cumberland Securities Corporation, its successors or assigns, will interfere with or endanger the operation of said electric line or lines as they may be constructed along and across the above described premises. The exceptions, reservations, covenants, and rights referred to in this paragraph shall relate and apply only to that portion of the premises herein conveyed which are a portion of the premises conveyed by Mallison Corporation to Lawrence J. Keddy by deed dated July 10, 1974 and recorded at the Cumberland County Registry of Deeds and to no other portion of the premises herein conveyed.

This conveyance is made subject to the right of Lawrence J. Keddy, his heirs and assigns, to construct, erect, repair, replace, respace, operate, maintain and remove an electric line or lines in suitable and convenient locations to be agreed upon, extending from the southerly to the westerly line of the premises hereby conveyed; together with the right to cut, trim and remove such trees, branches and underbrush as in the opinion of said Lawrence J. Keddy, his heirs and assigns, will interfere with or endanger the operation of said electric line or lines as they may be constructed along and across the within conveyed premises.

In the event that the Cumberland Securities Corporation, or said Lawrence J. Keddy, their respective heirs, successors and assigns, shall be unable to construct, erect, operate and maintain their said electric line or lines over, along and across the areas subject to their respective easements because of insufficient space, then Cumberland Securities Corporation and said Lawrence J. Keddy, their respective heirs, successors and assigns, and the Grantee, its successors and assigns, will coordinate facilities as they exist at such time, such coordination to be at the cost and expense of the Cumberland Securities Corporation or said

Lawrence J. Keddy, as the case may be, their respective heirs, successors and assigns.

The Grantor covenants and agrees for itself, its successors and assigns, that it or they will, at the time such locations are agreed upon, upon written request of the Cumberland Securities Corporation or said Lawrence J. Keddy, their respective heirs, successors or assigns, execute and deliver to the Cumberland Securities Corporation or said Lawrence J. Keddy, their respective heirs, successors and assigns, the necessary pole line easements covering the locations agreed upon.

Reserving to the Grantor, its successors and assigns a right in common with others so entitled to pass and repass over, across and along the existing roadway, which starts on Depot Street near the line of land formerly of Lucy Hart and runs southerly and then easterly toward the land of Maine Central Railroad, then turns southerly then westerly around the southerly end of the factory building to run between the factory building and the Presumpscot River, as a means of access to the electric transmission line and the supporting poles thereof near said River, provided, however, that Grantee, his heirs and assigns shall have no obligation to repair or maintain said roadway, and the right to retain, repair and replace in its present location one guy pole and anchors near the property line beside said existing roadway.

Also conveyed herewith and appurtenant to the above described premises is a right of way for vehicles and pedestrians, in common with others over, across and along said existing roadway to the extent it crosses into premises of Lawrence J. Keddy adjacent westerly and southwesterly of the above described premises.

Reference is made to deed to Lawrence J. Keddy (1) from Park Corporation recorded in said Registry of Deeds, Book 3545, Page 141, (2) from Atlantic Mills, Inc. dated October 30, 1961 and recorded in said Registry of Deeds, Book 2641, Page 44 and (3) from Mallison Corporation dated July 10, 1974 and recorded in said Registry of Deeds, and to deed to Grantor from Lawrence J. Keddy of even date herewith and recorded in said Registry of Deeds.

JAN 17 1978

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 3 15 PM, and recorded in

BOOK 4162 PAGE 277 Leah S. Giffels ACTING Register

Registry of Deeds, Plan Book 11, Page 61. Said lot five hundred sixty-seven (567) is situated on Hillcrest Avenue and said lot six hundred thirty (630) is situated on Park Court, and said lots measure each thirty (30) feet in width by ninety (90) feet in depth, and contain each, according to said plan two thousand seven hundred (2700) square feet, more or less. Being the same premises conveyed to Enoch G. Curry by Mary E. Varney by deed dated June 8, 1909, and recorded in said Cumberland County Registry of Deeds, Book 843, Page 108.

Also certain lots or parcels of land situated on Hillcrest Avenue and Park Court in said Portland, to wit:- Lots numbered five hundred sixty-nine (569), five hundred seventy (570), six hundred twenty-seven (627) and six hundred twenty-eight (628), as shown on plan by A. L. Eliot, C. E. of lots at Brighton Avenue Terrace Annex now or formerly belonging to J. W. Wilbur, which said plan bears date August 1, 1907, and is recorded in the Cumberland County Registry of Deeds, Plan Book 11, Page 61. Said lots each measure thirty (30) feet in width by ninety (90) feet in depth, and contain each according to said plan, twenty-seven hundred (2700) square feet, more or less. Being the same premises conveyed to Enoch G. Curry by Louisa A. Merrill by deed dated July 20, 1910, and recorded in said Cumberland County Registry of Deeds, Book 861, Page 474. This conveyance was made subject to the restriction mentioned in deed of Jacob W. Wilbur to said Louisa A. Merrill, viz:- that no shanties or huts shall be built on the lots aforesaid.

Being the same premises conveyed by Ida J. Heatley of said Portland, to the said Ahira W. Bridges, by her deed of mortgage, dated on the 29th day of May, 1944, and recorded in the Cumberland County Registry of Deeds in Book 1744, Page 185; and that such entry was made and possession taken as aforesaid for the avowed purpose of foreclosing said mortgage because of a breach of the condition thereof.

Olive K. Bridges
Olive K. Bridges

Max L. Pinansky
Max L. Pinansky

State of Maine. County of Cumberland, ss.

August 9, 1945.

Signed and sworn to by the said Olive K. Bridges and Max L. Pinansky.

Before me, Mary E. Davis

Justice of the Peace

Received August 17, 1945, at 4h 20m P. M., and recorded according to the original

THIS INDENTURE, made this 25th day of July, 1945, by and between CUMBERLAND SECURITIES CORPORATION, a corporation duly organized and existing under the laws of the State of Maine and having its principal place of business at Portland, in the County of Cumberland, said State, party of the first part, hereinafter sometimes called the "Grantor", and WINDHAM FIBRES, INC., a corporation duly organized and existing under and by virtue of the laws of said State and having its principal place of business at said Portland, party of the second part, hereinafter sometimes called the "Grantee",

Cumber-
land
Securi-
ties
Corp.
to
Windham
Fibres,
Inc.
Deed

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WITNESSETH

F.D.G.

In consideration of the sum of One Dollar and other valuable consideration paid by said WINDHAM FIBRES, INC., the receipt whereof is hereby acknowledged, the said Cumberland Securities Corporation does hereby give, grant, bargain, sell and convey unto the said WINDHAM FIBRES, INC., its successors and assigns forever, a certain lot or parcel of land with buildings thereon, located in the Town of Windham, at Little Falls, so called, said County and State, more particularly bounded and described as follows:

Beginning in said town of Windham at a point on the easterly side of the Old Gray Road, so called, being the main street in the Village of South Windham, four and one-half ($4\frac{1}{2}$) feet southerly from the southwesterly corner of the old tavern, so called, situated at the southeasterly corner of Depot Street and said Old Gray Road; thence running south $83^{\circ} 53'$ east to the southwesterly corner of land, formerly of William Bickford and now of this Grantor, at an iron pipe set in the ground; thence northerly three and one-half ($3\frac{1}{2}$) rods, more or less, to the southerly side of Depot Street; thence easterly along said Depot Street eighty-nine and one-half ($89\frac{1}{2}$) feet, more or less, to an iron pin set in the ground at land now or formerly of Charles W. Bailey; thence southerly by said Bailey land to the southwesterly corner thereof at an iron pin set in the ground; thence easterly by said Bailey land seventy-four (74) feet, more or less, to the southeasterly corner thereof at an iron pin set in the ground; thence northerly by said Bailey land to the southerly side of Depot Street at an iron pin set in the ground; thence easterly along the southerly side of said Depot Street to the northwesterly corner of land now or formerly of the Hart heirs; thence south $18^{\circ} 30'$ east by the westerly side of said Hart heirs' land one hundred forty-one (141) feet to a concrete monument; thence south $44^{\circ} 25'$ east by said Hart heirs' land seventy-two (72) feet to an iron pin; thence north $72^{\circ} 51'$ east and on line of a fence eight (8) rods ten (10) links, more or less, to the westerly line of land of the Maine Central Railroad Company; thence southerly along said westerly line of said Maine Central Railroad Company land seven hundred (700) feet; thence westerly at right angles to the last mentioned course two hundred thirty (230) feet, more or less, to an iron pipe set in the ground one rod easterly from the top of the bank of the Presumpscot River; thence northerly on a line parallel with the top of said bank and one rod easterly therefrom a distance of four hundred sixty (460) feet, more or less, to an iron pipe set three (3) feet southerly from the southerly face of a concrete building known as the Machine Room Building; thence north $77^{\circ} 23'$ west parallel with and three (3) feet distant southerly from the face of said Machine Room Building two hundred thirty-one (231) feet, more or less, to the base of the southerly foundation wall of the Main Building, so called, at the easterly side of the Wheel House, so called; thence southerly, easterly, southerly, westerly and northerly along the face of the foundation of the Wheel House, so called, to the southerly face of the foundation of the Main Building, at a point where the westerly foundation of said Wheel House

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ssects the same; thence westerly along the southerly face of the foundation of said Main Building and the extension thereof to a corner of said foundation; thence northerly along the base of the westerly end of said foundation wall eight (8) feet, more or less, to a point where said base intersects the projection easterly of the southerly faces, at the bases thereof, of the two concrete piers which support the southerly side of said Extension; thence westerly along said projected line forty-three (43) feet, more or less, to the southwesterly corner of the base of the concrete pier which supports the southwesterly corner of said Extension; thence northerly and at right angles to the last mentioned course a distance of nineteen (19) feet, more or less, to a point at the intersection with a straight line projected easterly parallel with and three (3) feet southerly from the southerly side of Storehouse No. 3; thence westerly along said last mentioned projected line to the easterly side of the Old Gray Road; thence northerly along the easterly side of the Old Gray Road to the point of beginning.

Together with all the Grantor's right, title and interest in and to the land to the center lines of any streets or roads adjoining said premises; also the right to have the balcony which is annexed to the southerly wall of the concrete building, so called, as said balcony is now constructed and located, project over the land of the Grantor; also all personal property owned by the Grantor which is located on the above described premises at the date hereof.

Meaning and intending to convey a portion of the premises conveyed to this Grantor by Robert Gair Company, Inc. by deed dated March 7, 1940, recorded in Cumberland County Registry of Deeds, Book 1601, Page 95. The above described premises are conveyed expressly subject to all the exceptions and reservations as the same are specifically set forth in said Robert Gair Company, Inc. deed; also the agreement dated July 25, 1913 between E. I. DuPont de Nemours Powder Company and Androscoggin Pulp Company, respecting the dam at Little Falls, to the extent that said agreement may remain in force; also sidetrack agreement with the Maine Central Railroad Company; and any state of facts which an accurate survey would show.

Excepting from this conveyance a triangular piece of land containing 5,580 square feet, more or less, adjoining the westerly line of said Maine Central Railroad Company, which was conveyed by Samuel D. Warren, et al, surviving trustees, to Portland and Ogdensburg Railroad by deed dated September 30, 1908, recorded in said Registry, Book 823, Page 396.

Also excepting from this conveyance a pole line easement between this Grantor and Central Maine Power Company, dated October 6, 1944, recorded in said Registry, Book 1759, Page 348.

Excepting and reserving to the Grantor, its successors and assigns, all riparian rights (exclusive of any flowage rights other than those excepted and reserved in the following paragraph) and all rights of every kind and nature in and to the waters of the Presumpscot River, including without limitation of the foregoing the exclusive right to use, lower, discharge and divert the waters of said River and any of its tributaries at any and all times without restriction or liability of any